App. F. IX-4

Previous References 1932-3 (. S. F

File No. 44-32

Serial Nos. 8-10

Later References
S. F 5-34 (1-12)
S. F 44-33-4

Pervision

p 14(E)

General and Revenue Secretariat.

Serial Nos. Three

Part B for Feb 33

SUBJECT.

Distilling agree-ment entered into with Messrs Madhura Prasad Suraj Prasad to distil Mysore Soil in Kamuj.

D 4006-8 dt 21.2.33

To

The S. O. R
Comptroller G.
Govt
Ch. Const. of Fs

Sanctions the proposals of the

S. F. 44-32.

Serial No.	
9	From the Dir. S.O.7 No 3095 of 6.2.1933 Forwards a note on the various points settled by him for the satisfactory working of the arrangement for the distillation of oil in Kanauj, and requests approval for the same & special sanction for points 1, 2 & 7 of the note. From the Dir. S.O.7 No 3096 of 6.2.1933
8.	Forwards a copy of the Distilling ~~arrangement~~ agreement entered into with the Kanauj Distillers. Submits with a draft approving for consideration. MG 11/2 — Dev Sec'y MG 13.2.33 may be sanctioned. First Issue. Cash. 14.2.33 Mcc 16.2.33 Cash. 15.2.33. MG 15/2/33 Q.O. word. 4006-8 of 21.2.33 sanctioning the proposals of the Dir. S.O.7. contained in his note and approves of the agreement.

OFFICE OF THE
1 4 FEB. 1933
No. S220-1
TYPING SECT.
15. FEB. 1933
REV. S.

MG 21.7.33.

NOTE—Contn. Sheet.

Tel. Address :—"Sandal Bangalore"

S-07 44-32-8

D2992

SANDALWOOD OIL FACTORY

Bangalore, 2nd Febry: 1933.

No. 3096

FROM N. RAMA RAO ESQ., B.A., B.L.,

DIRECTOR, SANDALWOOD OIL FACTORY IN MYSORE,

BANGALORE.

DEVELOPMENT SECRETARIAT 7. FEB. 1933

To The Secretary to the Government of Mysore,
Development Department, Bangalore.

Sir,

With reference to Government Order No.D. 3447-8/S.O.F. 44-32-6 dated 23rd January 1933, I have the honour to forward herewith copy of the Distilling Agreement entered into with Kanauj distillers, Messrs. Mathura Prasad Suraj Prasad to distil Mysore Sandalwood in Kanauj. I may add that the draft agreement that was prepared by me was got approved by the Government Advocate before it was executed.

I have the honour to be,

Sir,

Your most obedient servant,

N. Rama Rao

Director.

DISTILLING AGREEMENT. (2

An agreement made this first day of February 1933 between the Director of the Sandal Oil Factory in Mysore, (hereinafter called "the Director"), acting for and on behalf of the Government of His Highness the Maharaja of Mysore (hereinafter called the "Government") of the one part and Messrs. Mathura Prasad Suraj Prasad, Distillers of Kanauj (hereinafter called the "Distillers") of the other part.

WHEREBY it is agreed as follows:-

(1) The Director will supply to the Distillers Sandalwood for distillation and the Distillers will distil the same upon the terms and conditions hereinafter provided.

(2) This agreement will be in force for a term of three years, and during this period the Distillers undertake not to distil without the written consent of Government, Sandalwood or any other wood or object capable of yielding an essential oil except what may be supplied by the Government under this agreement.

(3) The quantity of Sandalwood to be distilled will be limited to a maximum of 150 tons of 2240 lbs., each per year, and the distillation shall be so regulated as to keep the Factory reasonably employed throughout the year.

(4) The Sandalwood shall be delivered to the Distillers at their Factory at Kanauj for distillation, and at the time of such delivery, each lot shall be weighed by a representative of the Director in the presence of a representative of the Factory, and the weight determined shall be entered in a register and such weight shall be accepted by both parties.

(5) The Distillers shall provide at their Factory, free of rent accommodation for stores and stocks of Sandalwood and Oil and for laboratory equipment and shall provide conveniences for the conduct of business by the representative of the Director. The accommodation shall provide sufficient protected space affording security against

weather and intruders.

(6) The Distillers shall render assistance to the representative of the Director for the clearance of Sandalwood consignments and their transport from the Railway Station to the Factory premises; but the cost of clearance and transport shall be borne by Government.

(7) The Distillers undertake to conduct the distillation economically so as to get a reasonable output of oil for the wood distilled, under the control and in obedience to the instructions of the representative of the Director deputed for the supervision of the distillation and other processes connected therewith, and the Distillers also undertake that the oil delivered by them shall conform to the laboratory tests prescribed by the Director, such as are necessary to ensure a product satisfying the B.P. and Am.P. standards or such other standards as the market may require from time to time.

(8) The Distillers shall deliver all stores and stocks pertaining to Sandalwood Oil connected with this agreement to the custody of the representatives of the Director stationed at Kanauj for the purpose.

(9) For every ton of Sandalwood satisfactorily distilled by the distillers the Director agrees to pay the fixed fee of Rs 340/- inclusive of all charges such as fuel, water, supervision, labour and transport within the Factory itself. If packing or bottling shall be considered necessary, the distillers shall render all necessary assistance required by the representative of the Director on this behalf; but the cost of such operations shall be borne by Government.

(10) This contract shall <u>ipso facto</u> determine upon the commission by the Distillers of any irregularity or fraud in connection with business relating to this agreement, or on proof of their connection with any rival or competing business which may be considered by the Director detrimental to the interests of the Mysore Government.

(11) The Director, shall, notwithstanding any provision to the

contrary, have the power to terminate the agency in case the Distillers shall have any distress or execution levied upon their goods or effects or go into liquidation or in case the distillery changes hands or there is a material change in management, or the distillery is wasteful of Sandalwood in its methods of distillation, or it persistently fails to deliver oil of the required standard of purity.

(12) At the expiration of the term of agency, the Distillers shall account to the Director and deliver to him or his representative all such wood and oil as may remain in their custody together with all accounts and other records relating to the distillation.

(13) All questions of differences whatsoever which may arise between the parties hereto touching the subject matter hereof shall be submitted to a Board consisting of the Director of Sandal Oil Factory, one representative of the Distillers and a Judicial Officer of the Mysore Service not inferior in rank to a District Judge, and the decision of this Board shall be final and binding upon the parties.. The distillers hereby consent to accept the award of the above Board as binding upon themselves and to subject themselves to the jurisdiction of the Mysore Courts.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factory in Mysore has hereunto set his hand and Messrs. Mathura Prasad Suraj Prasad has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day of the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES.

(Sd). N. RAMA RAO.

Director.

For MATHURA PRASAD SURAJ PRASAD,

(Sd). SURAJPRASAD,

Proprietor.

Coitness:-

Sd. M. K. Ramiengar.
1.2.33.

Sd. M. Ramanishanker Rao.
1.2.33.

"Copy"

Tel. Address :—"Sandal Bangalore"

S.07466-32-9

SANDALWOOD OIL FACTORY

Bangalore, 6th Dec Febry: 193 3.

No. 309S.

2998

FROM N. RAMA RAO ESQ., B.A., B.L.,
~~XXXX

Note on the discussion with the Director regarding the distillation at Kanauj.

1. All transactions should be on cash basis unless otherwise instructed by the Director.

2. Payment should be received by Mr. Naidu only by crossed cheques from reputed firms and our agents. The financial standing of the firms should be ascertained by the Bangalore office from the Imperial Bank of India, and communicated to Mr. Naidu.

3. The oils should only be delivered in bulk and not in special packings. As far as possible the delivery of oil should be restricted to the consumption in Kanauj.

4. For the present, it would be enough to test the oil only for solubility and refractive index.

5. Necessary Laboratory equipment and one or two aluminium storage tanks should be sent over from Mysore.

6. 15 tons of Sandalwood should be arranged to be sent to Kanauj every month. To get the maximum benefit out of this arrangement only superior classes should be consigned.

7. Arrangements should be made to insure the stock of sandalwood and sandalwood oil against, fire, theft and pilferage to the value of Rs 50,000/-. In the first instance, it would be enough to get the insurance period fixed for six months and renewed if necessary. The Assistant Director, Mysore Factory, will ascertain the rates of premium from some of the Insurance Companies.

K Ramana Rao

Director

num

G.R.S. App. F VI—G 2]

SUBJECT .....

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.....

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the 193 .

Date of issue 193

Signed by .....

May this be—

(i) printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part ?

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, Kannada Part ?

Section

File No.

Serial No.

Proceedings of the Government of His Highness the Maharaja of Mysore.

Read— Letter no 3095 dt 6.2.1933 from the Dir of S.O.T. forwarding a note on the various points settled by him for the satisfactory working of the arrangement for the distillation of S-wise at Kanauj, and requesting approval for the same with ~~special sanction for print~~

Order thereon.—~~No.~~

~~said note~~ .....

Letter no 3096 dt 6.2.1933 from the Dir. of S.O.T. forwarding a copy of the distillery agreement entered into with the Kanauj distillers.

Order no :—

Sanction is accorded

8

the proposals of the Director contained in this note, which is appended to this order. The agreement entered into with the Army distillers in Canada is also approved (subject)

WR 5.7.33 Deo Secy

To the Dir. of S.O.T.

" Comptroller & Gen.

" Chief Conservator of Forests. } with copies of agreements.

9

5/7/33

List of Enclosure.

Copied by

Examined by

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Read:—

Government Order No.D.3447-8/S.O.F.46-32-6 dated 23rd January 1933, accepting the terms on which Messrs. Mathura Prasad Suraj Prasad of Kanauj have agreed to undertake the distillation of Mysore Government Sandalwood Oil exxtuding exclusively in their factory at Kanauj

Letter No.3095 dated 6th February 1933 from the Director of Sandalwood Factory forwarding a note on the various points settled by him for the satisfactory working of the arrangement for the distillation of sandalwood oil at Kanauj; and requesting approval for the same.

Letter No.3096 dated 6th February 1933 from the Director of Sandalwood Oil Factory forwarding a copy of the Distillation agreement entered into with the Kanauj distillers.

Order No. ---------- Dated, Bangalore, 16th February 1933.

Sanction is accorded to the proposals of the Director contained in the note, which is appended to this Order.

The agreement entered into with the firm of distillers in Kanauj is also approved.

By order,
Secretary to Government,
Development Department.

To

The Director of Sandalwood Oil Factory in Mysore,
The Comptroller to Government,
The Chief Conservator of Forests in Mysore.
} With copies of agreements.

RS.5.

Enclosure to G.O. No. D.4008-8 S-dt 6413/11
dated 21st February 1933. 10

Note on the discussion with the Director regarding the distillation at Kanauj.

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1. All transactions should be on cash basis unless otherwise instructed by the Director.

2. Payment should be received by Mr. Naidu only by crossed cheques from reputed firms and our agents. The financial standing of the firms should be ascertained by the Bangalore Office from the Imperial Bank of India, and communicated to Mr. Naidu.

3. The oils should only be delivered in bulk and not in special packings. As far as possible the delivery of oil should be restricted to the consumption in Kanauj.

4. For the present, it would be enough to test the oil only for solubility and refractive index.

5. Necessary Laboratory equipment and one or two aluminium storage tanks should be sent over from Mysore.

6. 15 tons of Sandalwood should be arranged to be sent to Kanauj every month. To get the maximum out of this arrangement only superior classes should be consigned.

7. Arrangements should be made to insure the stock of sandalwood and sandalwood oil against, fire, theft and pilferage to the value of Rs.50,000/-. In the first instance, it would be enough to get the insurance period fixed for six months and renewed if necessary. The Assistant Director, Mysore Factory, will ascertain the rates of premium from some of the Insurance Companies.

"Copy"

17.2.33

For Secretary to Government,
Development Department.

168

B.K.M.4

Enclosure to G.O.No. 4006-8 S.D.S-44-32-2
dated 21st Feb. 1933 ||

DISTILLING AGREEMENT.

An agreement made this first day of February 1933 between the the Director of the Sandal Oil Factory in Mysore, (hereinafter called "the Director"), acting for and on behalf of the Government of His Highness the Maharaja of Mysore (hereinafter called the "Government") of the one part and Messrs. Mathura Prasad Suraj Prasad, Distillers of Kanauj (hereinafter called the "Distillers") of the other part.

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(6) The Distillers shall render assistance to the representative of the Director for the clearance of Sandalwood consignments and their transport from the Railway Station to the Factory premises;

but

but the cost of clearance and transport shall be borne by Government.

(7) The Distillers undertake to conduct the distillation economically so as to get a reasonable output of oil for the wood distille under the control and in obedience to the instructions of the represe tative of the Director deputed for the supervision of the distillatio and other processes connected therewith, and the Distillers also undertake that the oil delivered by them shall conform to the laboratory tests prescribed by the Director, such as are necessary to ensur a product satisfying the B.P. and Am.P. standards or such other standards as the market may require from time to time.

(8) The Distillers shall deliver all stores and stocks pertaining to Sandalwood Oil connected with this agreement to the custody of the representatives of the Director stationed at Kanauj for the purpose.

(9) For every ton of Sandalwood satisfactorily distilled by the distillers the Director agrees to pay the fixed fee of Rs.340/- inclusive of all charges such as fuel, water, supervision, labour and transport within the Factory itself. If packing or bottling shall be considered necessary, the distillers shall render all necessary assistance required by the representative of the Director on this behalf; but the cost of such operations shall be borne by Government

(10) This contract shall ipso facto determine upon the commissio by the Distillers of any irregularity or fraud in connection with business relating to this agreement, or on ~~xxxff~~ proof of their connection with any rival or competing business which may be consider by the Director detrimental to the interests of the Mysore Government

(11) The Director, shall, notwithstanding any provision to the contrary, have the power to terminate the agency in case the Distillers shall have any distress or execution levied upon their goods or effects or go into liquidation or in case the distillery changes hands or there is a material change in management, or the distillery is wasteful of Sandalwood in its methods of distillation, or it persistently fails to deliver oil of the required standard of purity.

(12) At the expiration of the term of agency, the Distillers shall account to the Director and deliver to him or his representative all such wood as and oil as may remain in their custody together with all accounts and other records relating to the distillation.

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(13) All questions of differences whatsoever which may arise between the parties hereto touching the subject matter hereof shall be submitted to a Board consisting of the Director of Sandal Oil Factory, one representative of the Distillers and a Judicial Officer of the Mysore Service not inferior in rank to a District Judge, and the decision of this Board shall be final and binding upon the partie The distillers hereby consent to accept the award of the above Board as binding upon themselves and to subject themselves to the jurisdiction of the Mysore Courts.

IN WITNESS WHEREOF the Director of Sandalwood Oil Factory in Mysore has hereunto set his hand and Messrs. Mathura Prasad Suraj Prasad has caused these presents to be signed by it and its corporate seal to be hereunto affixed the day of the year first above written.

THE MYSORE GOVERNMENT SANDALWOOD OIL FACTORIES.

(sd) N. RAMA RAO

Director.

For MATHURA PRASAD SURAJ PRASAD,

(Sd) SURAJPRASAD,

Proprietor

"Copy"

17.2.35

for Secretary to Government,
Development Department.